

NAME OF CONTRACTOR: Boston Redevelopment Authority
ADDRESS: One City Hall Square
Boston, MA 02201

CITY OF BOSTON
MAYOR'S OFFICE OF COMMUNITY DEVELOPMENT

CONTRACT

FOR

Supervision and implementation of the
Open Space Management Program
for the period July 1, 1979 to June 30, 1980

AGREEMENT made this day of , 1979, by and between the City of Boston, a municipal corporation duly organized and existing in and under the laws of the Commonwealth of Massachusetts, acting by and through its Mayor, hereinafter referred to as the "City", and the Boston Redevelopment Authority, a public body corporate and politic organized and existing under M.G.L., Chapter 121B, hereinafter referred to as the "Authority".

WHEREAS, the Mayor has directed that action be taken to arrest neighborhood disinvestment, secure vacant land and preserve all vacant buildings that can feasibly be renovated within the Roxbury, Franklin Field, Dorchester, South Boston, Jamaica Plain, Mission Hill and East Boston neighborhoods; and

WHEREAS, existing City programs at the present time do not have the capacity to manage and plan redevelopment of the 5,200 vacant lots and 1,050 vacant buildings that currently exist within these neighborhoods; and

WHEREAS, litter, safety, rodent and security problems generated by these vacant lots and buildings is accelerating disinvestment in these neighborhoods; and

WHEREAS, the Authority, acting as the City's Planning Agency, has already assembled information on neighborhood characteristics and needs, vacant lot and building conditions and future development potential; and

WHEREAS, the Authority has initiated and administered an extensive urban renewal program within and for the City, and has successfully conducted vacant land and building management programs; and

WHEREAS, the City under the provisions of the Housing and Community Development Act of 1974 (P.L. 93-383) has received a Community Development Block Grant, which grant may be utilized, inter alia, for maintenance of vacant land and buildings in the Roxbury, Dorchester, Franklin Field, South Boston, Jamaica Plain, Mission Hill and East Boston neighborhoods; and

WHEREAS, the City and the Authority desire that a portion of said grant be made available in order to permit the Authority to perform certain planning, vacant land improvement and vacant building security activities;

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

ARTICLE I

SERVICES OF THE AUTHORITY

The Authority agrees to provide the City with such services as are necessary or desirable to make progress towards cleaning, securing and improvement of vacant land and abandoned buildings located in the Roxbury,

Franklin Field, Jamaica Plain, Mission Hill, Dorchester, South Boston and East Boston neighborhoods of Boston. Without limiting the generality of the foregoing, the Authority agrees to provide services in the following five areas:

A. GENERAL ADMINISTRATION

The Authority's District Planning Program will cooperate with the local Little City Hall, Office of Program Development Programmers and local resident groups in periodically identifying and determining what action should be taken to secure and maintain vacant lots and buildings within the Roxbury, Franklin Field, Dorchester, Jamaica Plain, Mission Hill, South Boston and East Boston neighborhoods.

B. PROJECT SUPERVISION

The Authority will hire a full-time staff whose sole responsibility will be to: (1) generally supervise the maintenance program; (2) develop a maintenance master plan to assure orderly, timely and satisfactory completion of the project; (3) requisition supplies, equipment and manpower, as needed; (4) inspect work in progress and when finished for adherence to acceptable standards; and (5) prepare related progress reports and records.

C. SURVEY AND PLANNING

The Authority will provide necessary and appropriate surveying, mapping, and master engineering for this project. A complete set of

maps and a computer file of all vacant land and buildings located within the program area will be periodically updated.

D. SITE CLEARANCE AND IMPROVEMENT

The Authority will execute and supervise such contracts as are necessary and appropriate to clear, prepare, grade, fence, secure and seed vacant land in the project neighborhoods. Said contracts shall include, but not be limited to, backfilling, grading, fencing, sidewalk repairs and landscaping.

E. BUILDING BOARDING AND CLEANING

The Authority will cooperate with the City of Boston Building Department in cleaning and securing vacant buildings within the program area.

All of the foregoing services shall be performed by the Authority within the cost limitations and for the specific items set forth in Schedule "A" hereto. Budget changes shall be made only in accordance with such procedures as may be specified by the City acting through its Office of Housing Development and Construction.

If required by the City, the Authority will cooperate in a program review of the Authority's activities to be carried on by the City or an outside consultant engaged by and working under the direction of the City through its Office of Housing Development and Construction. If required by the City, the Authority agrees to furnish any such informa-

tion as may be requested by an outside consultant and to allow the City or the outside consultant full access to its books and records.

The Authority will adopt, implement and maintain such accounting and control practices and procedures as are approved by the Community Development Controller of the City. The Authority will provide such financial reports as may be specified by the City acting through its Community Development Controller and will implement such record-keeping procedures as may be specified by the City to provide a satisfactory source from which such reports can be prepared. The Authority will also provide the Office of Housing Development and Construction with copies of all Bid Advertisements before advertising contracts for fencing, lot clean-up, equipment leasing for lot clean-up or supplying materials under this program.

If, as a result of the program review conducted by the City or its outside consultant, the City, acting through its Office of Development and Construction, deems it necessary, for, among others, the purpose of lessening the possibility of cost overruns or excess expenditures, that the Authority make systems changes in its procedures for the management of this program, the Authority will make such changes. As used in this paragraph, "Systems Changes" shall include, but not be limited to, changes in the areas of accounting, reporting, cost control, evaluation and performance monitoring.

The Authority shall adhere to and enforce all terms and conditions of the Community Development Block Grant as annexed hereto, and shall include these terms and conditions in all subcontracts.

ARTICLE II

TERM

This Agreement shall be deemed to be effective from July 1, 1979 until June 30, 1980, unless terminated prior to July 1, 1980, pursuant to the provisions of Article V hereof.

ARTICLE III

COMPENSATION

The City will reimburse weekly payroll costs to the Authority on a weekly basis upon presentation of documentation as required by the City. The City will reimburse the Authority monthly for all additional costs incurred or accrued by the Authority in carrying out this contract, in accordance with request procedures to be established by the City acting through its Community Development Controller. In no event shall the amount paid by the City hereunder exceed Nine Hundred Twenty-three Thousand Nine Hundred (\$923,900.00) Dollars.

ARTICLE IV

ASSIGNMENT

The Authority shall not assign or in any way transfer any interest in this Agreement without the prior written consent of the City, but the Authority may subcontract for survey and planning, site preparation and the like, without such prior written consent, except that all such subcontracting shall be advertised in the City Record.

ARTICLE V
TERMINATION

This Agreement shall be subject to termination by either party by the delivery of a written notice of intent to terminate the same in sixty (60) working days. In the event of breach of any term of this contract by either party to protest such breach or take any other action in regard to such breach shall not operate to waive any rights to protest or take other action in regard to any subsequent breach, it being the intention of both parties to cooperate so far as possible in correcting the cause of any breach.

ARTICLE VI
PERFORMANCE BOND

Simultaneously with the execution of this Agreement, the Authority shall deliver a bond in the sum of One Thousand (\$1,000.00) Dollars issued by a surety company authorized to do business in the Commonwealth of Massachusetts or a check in the amount of One (\$1.00) Dollar, payable to the City of Boston and delivered to the City Auditor, in order to guarantee the full and faithful performance of all terms, conditions and provisions of the Agreement by the Authority.

ARTICLE VII
RELEASE OF CITY ON FINAL PAYMENT

Simultaneously with acceptance by the Authority of what the City tenders as the final payment by it under this contract, the Authority

shall execute and deliver to the City a release from all claims and liabilities, excluding such claims and liabilities as are expressly excepted in said instrument, in any way connected with this Agreement.

ARTICLE VIII

DAMAGES TO THE CITY

If the Authority shall provide services in an unsatisfactory manner, the City may request the Authority to revise said services at no additional cost to the City. Such request shall be in the form of a written notice to the Authority setting forth specifically those elements of the services not satisfactory to the City and the Authority shall have the opportunity to respond to said notice.

If the Authority fails to provide services in accordance with the terms hereof, the City may make any reasonable purchase or contract to purchase services in substitution for those due.

The Authority shall not be liable for any damages sustained by the City due to the Authority's failure to furnish services under the terms of this contract, if such failure is in fact caused by the occurrence of a contingency, the non-occurrence of which as a basic assumption under which this contract was made, including, without limiting the generality of the foregoing, a state of war, embargoes, expropriation or confiscation of facilities used by the Authority or by labor strike, or by the Authority's compliance with any federal, state or municipal governmental regulation or order, provided that the Authority has notified the City in writing of such cause within thirty (30) days of its occurrence.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals on the day and year first set forth above.

Certified as to availability
of funds:

CITY OF BOSTON

City Auditor

By _____
Kevin H. White, Mayor

Approved as to form:

Corporation Counsel

BOSTON REDEVELOPMENT AUTHORITY

By _____
Robert J. Ryan, Director

Approved as to form:

Harold J. Carroll
Chief General Counsel, BRA

Schedule "A"

OPEN SPACE MANAGEMENT
July 1, 1979 - June 30, 1980

CD BUDGET

Salaries & Fringe Benefits

1. Program Director @\$19,500.00	\$ 19,500.00
2. Two Assistant Program Directors @\$17,000.00	34,000.00
3. Three Crew Supervisors @\$13,500.00	40,500.00
4. Six Senior Laborers @\$12,000.00	72,000.00
5. Nine Laborers @\$11,000.00	99,000.00
6. Secretary @\$10,500.00	10,500.00
7. Research Assistant/Planning @\$10,500.00	10,500.00
8. Neighborhood Planning	
Planning & Budget Coordinator 25% @23,000	5,750.00
Six Neighborhood Planners 15% @19,500/2925	17,550.00
9. Legal 15% @27,000/4,050.00	4,050.00
10. Contract Officer @\$16,000.00	16,000.00
TOTAL SALARIES	\$329,350.00
Fringe Benefits @23.35% of Total Salaries	76,903.23
TOTAL SALARIES & FRINGE BENEFITS	<u>\$406,253.22</u>

Supplies, Equipment and Contracted Services

1. Construction materials and supplies (mulch, loam, clover, seed, plywood)	\$200,000.00
2. Equipment Leasing	60,000.00
3. Contracted Services (fencing & lot clean-up)	212,711.78
Total Supplies, Equipment, Contracted Services	<u>\$472,711.78</u>

Overhead

1. Direct office expenses (i.e., telephone, xerox, office supplies, map reproduction and security systems)	12,000.00
2. Indirect costs (@ 10% salaries)	32,935.00
TOTAL Overhead	\$ 44,935.00

TOTAL PROGRAM BUDGET	<u>\$923,900.00</u>
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3860

MEMORANDUM

OCTOBER 4, 1979

TO: BOSTON REDEVELOPMENT AUTHORITY
FROM: ROBERT J. RYAN, DIRECTOR
SUBJECT: OPEN SPACE MANAGEMENT PROGRAM

The City of Boston will provide the Authority with Nine hundred twenty three thousand nine hundred (\$923,900) Dollars of its community development funds for the period of July 1, 1979 through June 30, 1980. These monies are made available to permit the Authority to secure vacant land and preserve vacant buildings within the Roxbury, Franklin Field, Dorchester, South Boston, Jamaica Plain, Mission Hill, and East Boston neighborhoods. The Authority will undertake these activities as part of a model property management program for the City.

It is therefore recommended that the Director be authorized to execute an Agreement with the City of Boston acting through the Office of Development and Construction whereby the Authority would receive said Nine hundred twenty three thousand nine hundred (\$923,900) Dollars in return for the rendering of property management district planning and design services.

An appropriate vote follows:

VOTED: That the Director be and is hereby authorized to execute an Agreement by and between the Authority and the City of Boston acting through the Office of Development and Construction whereby the Authority will receive Nine hundred twenty three thousand nine hundred (\$923,900) Dollars in return for the rendering of property management services in various city neighborhoods. Said Agreement is to be substantially in the form attached hereto.